

<p style="text-align: center;">LSC Grant Assurances For Calendar year 2005 Funding Form C</p>
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If applicant is successful and receives an LSC grant or contract,

APPLICANT HEREBY ASSURES AND CERTIFIES THAT:

1. It will comply with the Legal Services Corporation Act of 1974 as amended (LSC Act), and any applicable appropriations acts and any other applicable law, all requirements of the rules and regulations, policies, guidelines, instructions, and other directives of the Legal Services Corporation (LSC), including, but not limited to, the LSC Audit Guide for Recipients and Auditors, the Accounting Guide, the CSR Instruction Handbook, and the 1981 LSC Property Manual, as amended, the Property Acquisition and Management Manual, and with any amendments of the foregoing adopted before or during the period of this grant. It understands that successful applicants may be expected to sign further assurances before the awarding of the grant.
2. It will not use funds from LSC or any other sources for any activity inconsistent with the requirements of any and all LSC appropriations acts applicable during the grant term.
3. The Applicant's governing board will set specific priorities in writing, consistent with the requirements of 45 C.F.R. Part 1620.
4. It agrees to be subject to all provisions of federal law relating to the proper use of federal funds listed in 45 C.F.R. §1640.2(a)(1). Before the initiation of the contract, the Applicant will inform employees and board members of the federal law and its consequences as required in 45 C.F.R. §1640.3.
5. It has the legal authority to apply for and receive a grant from LSC.
6. It will provide legal services in accordance with the plans set out in its grant application, as modified in further negotiations with LSC, and agrees to provide high quality, economical, and effective legal assistance, as measured by the LSC Performance Criteria, ABA Standards for the Providers of Civil Legal Services to the Poor, ABA Standards for Programs Providing Civil Pro Bono Legal Services to Persons of Limited Means, and consistent with any applicable code or rule of professional conduct or ethics, and the provisions of the LSC Act, and rules, regulations or guidance issued by LSC.
7. It will not discriminate on the basis of race, color, religion, gender, age, disability, national origin, sexual orientation, or any other basis prohibited by law against: (1) any person applying for employment or employed by the Applicant; or (2) any person seeking or provided assistance from the Applicant or other program(s) supported in whole or in part by this grant.

8. It will provide LSC with copies of its Equal Opportunity Policy Statement, including its Complaint Review Procedure or internal means of handling employee grievances; and its Sexual Harassment Policy, including an effective complaint procedure. The governing or policy board must have approved each of these within the last three years. It will notify LSC prior to the implementation of changes to its Equal Opportunity Policy Statement.
9. As provided in the LSC statutes applicable during the grant terms, notwithstanding any other grant assurance, §1006(b)(3) of the LSC Act, 42 U.S.C. §2996e(b)(3), or any rule of professional responsibility, it shall, upon request provide access to and copies of financial records, time records, retainer agreements, client trust fund and eligibility records, and client names, except for those reports or records subject to the attorney-client privilege, to LSC and the LSC OIG and to any federal department or agency that is auditing or monitoring the activities of LSC or of the Applicant and any independent auditor or monitor receiving federal funds to conduct such auditing or monitoring, including any auditor or monitor of LSC.
10. It will cooperate with all reasonable and necessary information collection, including surveys, questionnaires, monitoring, audits, case statistical report (CSR) data collection, and compliance or evaluation activities undertaken by LSC or its agents. Except as provided herein, during normal business hours and upon request, it will give any authorized representative of LSC or the Comptroller General of the United States access to and copies of: all original records, books, papers and documents pertaining to the grant in its possession, custody or control; materials with information otherwise available in the public record (e.g., pleadings filed in open court); and all program financial records (e.g., negotiable instruments, vendor files, travel records, journals and ledgers). This requirement does not apply to any such materials that may be properly withheld due to applicable rules of attorney-client privilege, applicable rules of professional responsibility or applicable attorney work product doctrine (except as required by Grant Assurance 9.) It agrees to provide LSC with the requested materials in a form determined by LSC while, to the extent possible consistent with these requirements, preserving applicable client secrets and confidences and respecting the privacy rights of the applicant's staff members. Should it withhold any records or information, it shall inform LSC of the withholding and the basis therefore. LSC may require the grantee to disclose the information if LSC determines that the justification for withholding it is inadequate or that LSC is entitled to the information.
11. It will not take any disciplinary action against any person, including employees and volunteers, because of any appropriate cooperation with or release of information to LSC or other entity authorized to receive such cooperation or information pursuant to applicable procedures and consistent with any applicable law, and code or rule of professional responsibility.
12. It understands and agrees that nothing in these Grant Assurances in any way restricts or limits the authority of the LSC OIG to access any and all records and information which it is entitled under the Inspector General Act of 1978, as amended, 5 U.S.C. app. §3.

13. It agrees to implement all specific record keeping requirements contained in the LSC Act, regulations, appropriations act, other applicable law, and other applicable LSC directives and to implement, as required, any additional specific record keeping requirements that may be forthcoming from LSC during the grant period.
14. It will notify LSC's Office of Information Management within thirty (30) calendar days after any of the following occurrences that involve activities funded by the grant:
 - a. a decision to close and/or relocate any main or staffed branch office;
 - b. change of Chairperson of the governing/policy body;
 - c. change of chief executive officer;
 - d. change in its Charter, Articles of Incorporation, By-laws, or governing body structure;
 - e. receipt of any notice of a claim for attorneys' fees under the provisions of §1006(f) of the LSC Act, 42 U.S.C. §2996e(f). The Applicant also will forward, upon receipt, a copy of the pleading requesting these attorneys' fees; or
 - f. change in the Independent Public Accountant performing the grantee's annual financial audit. This notice is to be sent to the OIG.
15. It agrees that, prior to any merger or consolidation or other change in its current identity or status as a legal entity, it will provide LSC with sixty (60) days written notice. If it proposes to transfer its interests in its LSC grant to another entity pursuant to a merger or consolidation, it will seek approval from LSC for such transfer and will submit a Successor in Interest Agreement for approval by LSC. It will not transfer its interests in its LSC grant without LSC approval.
16. In the event that the applicant merges with another LSC grantee, or ceases to be a direct recipient of LSC grant funds at the end of the grant term or during the grant term for whatever reason:
 - a. It agrees to provide LSC with written notice at least sixty (60) days before the Applicant voluntarily ceases to be a recipient of LSC grant funds during the term of this grant;
 - b. It will submit to the LSC Office of Program Performance, either at the time that it provides the written notice in (a) above that it is voluntarily ceasing to be a recipient of LSC grant funds, or within fifteen (15) days from being notified by LSC that it will cease to be a recipient of LSC grant funds, a plan for the orderly conclusion of the role and responsibilities of the applicant as a recipient of LSC funds. The plan should describe:

1. The immediate transition planning with the new provider, particularly as related to intake, accounting of all open cases (including PAI cases) and transfer of existing cases and contracts;
2. The projected LSC fund balance remaining after the cessation of funding, including an estimate of any anticipated unrealized derivative funds. The applicant understands that the expenditure of any LSC funds after the cessation of LSC funding shall have the express written approval of LSC pursuant to 45 CFR section 1630.5(b)(1). The applicant further understands that the existing LSC fund balance amount, if any, shall be returned to LSC at the time of the submittal of the closing audit, and that any later realized derivative funds, whether anticipated at the time of close out or not, shall be returned to LSC within 15 days of their receipt by the applicant;
3. An accounting of all real property purchased in whole or in part with LSC funds. The applicant agrees to abide by any agreement it has with LSC governing the purchase of real property purchased in whole or in part with LSC funds. The accounting should include:
 - i. the address and a brief description of the property and the date it was acquired;
 - ii. the total amount of funds expended to acquire or improve the property, including principal and interest payments, and payment for capital improvements;
 - iii. the total amount of LSC funds expended to acquire or improve the property, including principal and interest payments, and payment for capital improvements;
 - iv. an independent valuation of the fair market value of the property;
 - v. a statement indicating the program's proposed plans for disposing of the property pursuant to the Property Acquisition and Management Manual, if applicable, and any real property agreement between LSC and the program; and
 - vi. copies of any agreements or contracts between LSC and the applicant related to the property, including any agreements or contracts governing the disposition of the property and any correspondence relating to the initial approval of use of LSC funds to acquire the property.

4. The total costs associated with cessation of LSC funding, and funds available to meet those costs, supported by a budget detailing the planned close out expenditures, and plans for securing payment or reimbursement due under contract from non-LSC sources; and
 5. An accounting of all personal/non-expendable property purchased after October 15, 2001 in whole or in part with LSC funds that has a current book or market value exceeding \$5,000. The accounting list should include for each item of property:
 - i. a brief description of the property item;
 - ii. the date of acquisition of the property item;
 - iii. the total amount of funds expended to acquire the property;
 - iv. the amount of LSC funds expended to acquire the property;
 - v. the fair market value of the property;
 - vi. a proposed plan for disposing of all such property pursuant to the 1981 Property Management Manual or the Property Acquisition and Management Manual, as applicable, that includes: if the property is proposed to be transferred to an LSC recipient, the name of the LSC recipient to whom the property will be transferred; or if the property is proposed to be transferred to another non-profit organization serving the poor in the applicant's service area, the name and address of such organization. The applicant understands that such transfers must have the prior approval of LSC.
- c. It shall certify at the time it submits the plan(s) as required by (b) above that an Independent Public Accountant will audit the recipient's financial statements, internal controls and compliance with applicable laws and regulations in accordance with the LSC Audit Guide for Recipients and Auditors and Government Auditing Standards. The audit must encompass the full period of the grant term and any transitional funds awarded by LSC unless otherwise directed in writing by LSC. It shall submit to LSC's Office of the Inspector General an engagement letter from its Independent Public Accountant that includes an estimate of the LSC-funded portion of the total estimated audit cost under section 509(c) of Public Law 104-134, as incorporated by Public Law 105-277, Public Law 104-208, Public Law 105-119, Public Law 106-113, Public Law 106-553, and Public Law 107-77;

- d. It shall certify at the time it submits the plan(s) as required by (b) above that it will submit Grant Activity Reports in a format specified by LSC in a timely manner;
 - e. It shall participate in an orderly and professional transition of functions to the new provider to deliver services in the service area;
 - f. It understands and agrees that, after it gives notice to LSC or after receipt of notice from LSC of the cessation of funding, the receipt of all future installments after such notice shall be contingent upon satisfactory completion of all closeout obligations imposed by LSC including the obligations described herein; and
 - g. It agrees that any attorneys' fees claimed or collected and retained by the applicant after the cessation of funding that relate to LSC funded work performed during the grant term shall be considered derivative income, subject to return to LSC in accordance with paragraph b (2), above.
17. It will notify the LSC Office of Inspector General (OIG) by telephone within two (2) working days of the discovery of any information that indicates the Applicant may have been the victim of misappropriation, embezzlement or other theft or loss of any funds (LSC funds, non-LSC funds used for the provision of legal assistance or client funds). For any loss of \$200 or more, such notice shall be followed by written notice by mail, e-mail or facsimile within ten (10) calendar days. Written notice of a theft of any property with a value of \$200 or more will be provided to the OIG within ten (10) calendar days from the time of the discovery of the theft. The required notice shall be provided regardless of whether the funds or property are recovered.
18. It will notify LSC's Office of Compliance and Enforcement within twenty (20) days of any of the following arising from an LSC funded activity: a monetary judgment, sanction or penalty entered against the program for matters such as Rule 11 sanctions; malpractice judgments; EEO claims; IRS penalties; penalties arising out of the Americans with Disabilities Act; voluntary settlement of any similar action or matter; or any other matter which may have a substantial impact on its delivery of services. It will also notify LSC's Office of Compliance and Enforcement within twenty (20) days of any force majeure event that has a substantial impact on its delivery of services.
19. It understands and agrees that it will arrange for an audit and execute an agreement with its auditor that meets the requirements of LSC's Audit Guide for Recipients and Auditors. The Applicant also understands and agrees that if it fails to have an audit acceptable to LSC's Office of Inspector General (OIG) in accordance with LSC's Audit Guide for Recipients and Auditors, the following sanctions shall be available to LSC as recommended by the Office of Inspector General: (1) disallowance of the cost of the audit as a charge against LSC funds; (2) the withholding of a percentage of the recipient's funding until the audit is completed satisfactorily; and (3) the suspension of the recipient's funding until an acceptable audit is completed.

20. It shall cooperate with LSC in its efforts to follow up on the reportable conditions, findings, and recommendations found by the LSC Office of Inspector General, the General Accounting Office, and/or the Applicant's independent public accountant to ensure that instances of deficiencies and noncompliance are resolved in a timely manner. Applicant management shall expeditiously resolve all such reported conditions, findings, and recommendations, including those of sub-recipients, to the satisfaction of LSC.
21. It understands that in accordance with 45 CFR Part 1641, the LSC Office of Inspector General may remove, suspend or bar an independent public accountant, upon a showing of good cause and after notice and an opportunity to be heard.
22. It certifies that:
 - (a) Each case handler of the Applicant has a computer at her or his desk that can perform all of the following functions: word processing, access to the case management system, access to time-keeping, access to the Internet, including the ability to download files from the Internet, and e-mail capability with the capacity to send and receive messages and attachments both internally and externally. This assurance does not apply to students and volunteers. It understands that the above functions describe the minimum functionality of existing computers only, and further certifies that any new computer purchased to perform the above functions will be at least a Pentium IV, 2.4 GHz (or equivalent system) with at least 512 megabytes of RAM and a 17 inch CRT or 15 inch LCD monitor.
 - (b) It has the capacity to convert paper documents into Portable Document Format (PDF), and the capacity to transmit those documents as electronic files.
 - (c) It has a plan for backing up case management data, financial data, documents and other critical data. It further certifies that it regularly performs these backups and checks the integrity of these backups by restoring test files. Further, it regularly stores copies of these backups offsite where they are protected from fire and other disasters.
23. It will do its part, in cooperation with other organizations that are part of its state justice community, to develop, foster and maintain a comprehensive, integrated statewide civil legal services delivery system for the benefit of clients. The parameters of a comprehensive integrated statewide civil legal services delivery system are defined and explained in the LSC State Planning Evaluation Instrument, which is published on the LSC website. Additionally such efforts will include efforts to build and maintain a quality statewide web site for legal information. If a statewide web site is not currently operational, LSC expects that one will be fully functional by December 30, 2005. The web site will publish a full range of accurate and up-to-date community legal education/pro se related materials and referral

- information, at least covering the common topics facing the client community on the subject matter that are the program's priorities. Outreach will be conducted to the client community to inform them about how to use the website. It must be periodically evaluated and updated for usage and accessibility. The program understands that LSC does not sanction LSC funds being used to support websites that are duplicative of one another.
24. It will submit, for each year of the grant and for each service area for which a grant is awarded, Grant Activity Reports in a format and at a time determined by LSC. If, during the course of the grant year, Grant Activity Reports no longer accurately reflect actual activity (e.g., CSR, budget, and staffing data) of the program, it will revise and resubmit affected Grant Activity Reports to LSC.
 25. It is aware of and agrees that an award of a grant under the competitive bidding process does not obligate LSC to disburse any funds that are not authorized or appropriated by Congress nor does it preclude the imposition of additional conditions, by LSC or the Congress, on any funds that are so disbursed. Multi-year grants must be renewed each year. Upon renewal, new terms and conditions may apply. Non-renewal of a multi-year grant does not constitute a termination or suspension under LSC regulations. During the term of the grant, Congress may rescind authority for LSC to disburse some of the funds under the grant award, or sequestered, thereby reducing the actual amount of funds disbursed under the grant. Further, additional restrictions may be imposed on the use of funds as a result of such appropriation, authorization legislation, or other law. In subsequent years, the amount of and conditions upon funding may be changed to conform to Congressional appropriation levels and legislated restrictions. Such changes and reductions, however implemented by the LSC, shall not constitute a termination or suspension.
 26. It will maintain all records pertaining to the grant during the grant period and for a period of six (6) years after termination of the grant. If the Applicant is the non-surviving entity in a merger with another organization, the Applicant will ensure that the surviving organization will maintain the Applicant's records in accordance with this provision for a period of six (6) years from the date of the merger.
 27. With respect to financial records, it will maintain records and supporting documentation sufficient for LSC, or an independent auditor selected by LSC, to audit those records and determine whether the costs incurred and billed are reasonable, allowable and necessary under the terms of the grant. In this regard, the Applicant will permit LSC or its auditor to review the originals of all financial records and supporting documentation, procedures and internal control systems. Additionally, LSC retains the right to perform, or engage independent auditors to perform such an audit, whether during or subsequent to the grant period.
 28. It shall retain and assures that there are provisions to preserve closed client files for a period of not less than five (5) years from the date the file is closed.
 29. In all of its major activities, and insofar as it is reasonable, the Applicant shall give due recognition and acknowledgement of the funding provided by LSC. At a

minimum, Applicant agrees to use the LSC logo on any Internet Website page that may serve as a "homepage" for the Applicant, and in its Annual Report, press releases and official letterhead, provided that Applicant may use up currently held stocks of stationery prior to ordering new stock containing the logo. The LSC logo is a registered service mark of LSC and permission to use the logo is hereby provided to Applicant under a limited license such that the logo may be used only in the manner described above and only while Applicant is receiving LSC funds. Other uses of the logo are not permitted unless expressly authorized in writing by LSC. LSC will provide Applicant with both a camera-ready copy and an electronic version of the logo in an LSC-approved size and format.

We have read these assurances and conditions and understand that if this application is approved for funding, the grant and all funds derived therefrom will be subject to these assurances. We hereby certify that the Applicant has complied (for recipients of 2004 grants only) and, if the application is approved, will comply with these assurances and all applicable laws and regulations. We hereby certify that we understand and agree that if the application is approved, this certification is made as a condition of receiving the grant. If this certification is made falsely or if Applicant fails to comply in any material respects with these Assurances or any applicable law or regulation, the Applicant and/or the signatories below may be subject to civil and/or criminal penalties under Federal law, see 45 CFR Part 1640.

Name of Executive Director
(or functional equivalent)

Name of Governing/Policy Board
Chairperson (or other organization official
authorizing this application)

Title

Title

Signature

Signature

Date

Date